



July 19, 2006

Michael Whelan T895  
~~Mr. James Atwell, President~~  
Pocahontas Parkway Association  
P.O. Box 7693  
Richmond, VA 23231

Re: ETTM Maintenance Service Agreement for Pocahontas Parkway Toll System, Project #100

Dear Mr. Atwell:

Due to recent developments that have taken place with the rights and obligations to manage, operate, maintain, and collect tolls on the Pocahontas Parkway being transferred to Transurban (USA), InTrans Group hereby offers a one (1) month extension of the current agreement which expires July 19, 2006.


Under the current agreement, InTrans provides the Pocahontas Parkway Association with on-site hardware and software maintenance and support services for the Toll collection Equipment operated at the Toll Plazas in Henrico, VA.


InTrans is the original developer and system integrator for your Toll Collection system, and is very knowledgeable regarding the full scope of the project requirements. As such, we are offering the aforementioned expanded project period to ensure continuity and a smooth management transition for the companies, minimize disruption of the system's operation and the effective negotiation of future maintenance services, including electronic toll system enhancements.

If you concur with this offer, which maintains the current pricing structure for the aforementioned term, please return a signed original of this document, and a Purchase Order reflecting the same, as soon as practical so that we can guarantee the continuance of service for your tolling system.

If you have any questions pertaining to the above, please contact Joe Barba at your convenience at (516) 652-3235.

Regards,  
InTrans Group, Inc

  
Joseph Barba  
Executive Vice President

  
Signature  
Michael Whelan  
Name (print)  
Regional Operations Manager  
Title  
July 21, 2006  
Date

InTrans Group, Inc.

55 Cherry Lane Carle Place, New York 11514 Tel (516) 484-3333 Fax (516) 484-5161

**MAINTENANCE SERVICE AGREEMENT**  
**NO. 100**

THIS AGREEMENT made this 19<sup>th</sup> day of May, 2005 and effective as of the 20<sup>th</sup> day of May, 2005 (the "Effective Date), by and between the Pocahontas Parkway Association (hereinafter referred to as the "CUSTOMER"), and INTRANS GROUP, a New York corporation, (hereinafter referred to as the "INTRANS"):

**RECITALS**

**WHEREAS**, the CUSTOMER requires hardware and software maintenance support (hereinafter "Support") for certain portions of the Pocahontas Parkway Toll System (hereinafter referred as the "JOBSITE"), comprising the Toll Plazas in Henrico, VA which consists of six (6) Manual Lanes, four (4) High speed lanes, two (2) Automatic Coin Machines and major hardware and software components as delineated in Attachments A and D, respectively. These attachments will be superceded with a baseline provided upon commencement of this agreement (if updates are necessary). The plaza is utilized to collect tolls for the use of the Pocahontas Parkway. The toll charges vary based on axle counts. Toll Collection Equipment is necessary for the proper control and collection of toll charges.

**WHEREAS**, INTRANS will provide Support as specifically detailed in Articles 4, 5 and 6 and including Attachments A, B, C and D which are attached hereto and made a part thereof;

**WHEREAS**, the CUSTOMER has designated the Richmond Toll Facilities (RTF), a unit of the Virginia Department of Transportation's (VDOT) Innovative Finance & Revenue Operations Division, to manage all aspects of this maintenance service agreement. The designated contract administrator for this agreement shall be Gary Ludgate, RTF Technology & Maintenance Manager.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the CUSTOMER and INTRANS mutually covenant and agree as follows:

**1. TERM**

The term of the contract shall be for one (1) year commencing on May 20<sup>th</sup>, 2005. The Pocahontas Parkway Association may extend the contract for three (3) successive one-year periods under the terms and conditions of this contract, upon mutual, written agreement by both parties, and with price increases based on the Consumer Price Index (as referenced in Attachment C, Schedule of Compensation).

**2. FEES AND CHARGES**

2.1. The fees and charges for providing these services are shown in Attachment C, Schedule of Compensation.

2.2. Exceptional services as requested by the CUSTOMER as defined in Articles 4, 5 and 6, or services requested that are out of INTRANS's scope (as supplemental services, e.g., Software Development Services) will be addressed as outlined in Attachment C hereto.

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### 3. PAYMENT TERMS

- 3.1. For services rendered hereunder, the CUSTOMER will pay INTRANS the fixed price monthly rate for On-Site Hardware Maintenance, Software Maintenance and Limited Supplemental Systems Support (as defined in Article 4, 5 and 6) as specified in Attachment C hereto. For services and/or scheduled on-site maintenance coverage (less than 28 hours per week) not performed in accordance with this Agreement, the parties may, upon mutual agreement, ensure that INTRANS provides additional coverage to make up the hours missed or deduct the value of such services from the monthly invoice using the hourly rates listed in Attachment C (Hourly Rate for On-call, off-hour Hardware or Software Support).
- 3.2. The INTRANS will invoice the CUSTOMER for the monthly fixed price maintenance fee set forth in Attachment C, in addition to any other fees and charges accrued, and all reimbursable expenses incurred during the previous month in accordance with Attachment C, Schedule of Compensation. The INTRANS will submit monthly invoices to:

**POCAHONTAS PARKWAY ASSOCIATION**  
**P.O. Box 7693**  
**Richmond, VA 23231**

The CUSTOMER will make payment within thirty-days (30) after receipt of the monthly invoice. Payment shall be forwarded to:

**INTRANS GROUP**  
**55 Cherry Lane**  
**Carle Place, NY 11514**

In the event the invoiced fees and costs are not paid within thirty (30) days of such invoice, interest shall apply. Any interest penalty for late payment shall be in accordance with Section 2.2-4355B of the Code of Virginia. INTRANS shall attach to the invoice a report that itemizes labor and materials not included in the base monthly fee for On-Site Hardware Maintenance, Software Maintenance and Limited Supplemental Systems Support as defined in the Scope of Services Sections 4, 5, 6, and Attachment C.

### 4. SCOPE OF SERVICES – ON-SITE HARDWARE MAINTENANCE SUPPORT

- 4.1. The INTRANS shall perform On-Site Hardware Maintenance Support as herein defined on the CUSTOMER's toll collection system located at the JOBSITE. INTRANS's responsibilities will include preventive, corrective and emergency maintenance of the CUSTOMER's toll collection system and all of its components, except as noted herein. The complete system to be maintained under this Agreement shall be as described in Attachment A, Schedule of Equipment attached hereto.
- 4.2. STAFFING. As of the Effective Date, INTRANS will provide one (1) technician as outlined in Section 4.3 and the CUSTOMER will provide one (1) technician as needed at

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the JOBSITE. Changes in the scope of work, including, but not limited to, the addition or subtraction of lanes and/or equipment may cause changes in the staffing levels. The CUSTOMER at the Pocahontas Parkway complex located in Henrico County, VA will provide adequate workspace, furnishings and access to a telephone for the INTRANS technician. Long distance charges affiliated with the use of the telephone by the technician will be reimbursed by INTRANS to the CUSTOMER.

An INTRANS manager will support INTRANS's on-site technician. InTrans shall provide the on-site technician with suitable transportation, tools and supplies necessary to perform required services.

- 4.3. **COVERAGE.** On-site maintenance coverage will be provided twenty-eight (28) hours per week, Monday (6:00 A.M. to 12:30 P.M.), Tuesday through Thursday (8:00 A.M. to 1:00 P.M.) and Friday (11:30 A.M. to 6:00 P.M.), excluding Virginia State Holidays. During these hours on a Virginia State Holiday, On-call emergency services will be provided at no additional charge. Virginia State Holidays are defined as: New Year's Day, Lee-Jackson Day, Martin Luther King, Jr. Day, George Washington Day, Memorial Day, 4<sup>th</sup> of July (observed), Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day (observed). Help desk coverage will be as specified in Article 5, Scope of Services – Software Maintenance Support, but in general will be available to support on-site technicians during normal working hours. Changes to times and days for on-site presence and help-desk coverage can be adjusted subject to mutual, written agreement to accommodate shift schedules and maintenance needs. If the number of INTRANS technician hours worked exceeds twenty-eight hours (28) in a single week, INTRANS may invoice overtime hours at the On-call, off-hour Hardware support rate contained in Attachment C. INTRANS technician hours worked in excess of twenty-eight (28) hours per week may be used to off-set weeks with less than twenty-eight (28) hours worked for any given month upon mutual agreement of both parties.
- 4.4. **PREVENTIVE MAINTENANCE.** In performing On-Site Hardware Maintenance Support INTRANS will, in accordance with its standard practice, inspect the equipment listed in Attachment A, and make such repairs, adjustments, and replacements of components as may be necessary to maintain the equipment in normal operating condition, provided that such services and maintenance are necessitated by normal usage of the equipment as mutually agreed to between the CUSTOMER and INTRANS. The INTRANS technician will render preventive maintenance inspections to the equipment during the Normal Working Hours as defined in Article 4.3, Coverage. These inspections will be scheduled by mutual, written agreement between INTRANS and the CUSTOMER and in accordance with Attachment B. All preventive maintenance shall be documented daily and reported to the CUSTOMER in a format and time period specified by the CUSTOMER.

Preventive maintenance has the highest priority and consists of one or more of the following actions:

- ◆ Visual inspection
- ◆ Cleaning
- ◆ Adjustments

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- ◆ Lubrication
- ◆ Operational tests
- ◆ Parts replacement
- ◆ Electronic inspections
- ◆ Electronic calibrations (when required)

The extent of preventive maintenance repairs and equipment adjustments made will be subject to the time the equipment is made available by the CUSTOMER for such purposes during the Normal Working Hours as cited above. Any preventive maintenance that requires lane closures must be performed during periods of low volume (to the extent possible). Lane closures will be coordinated with the Richmond Toll Facilities Technology and Maintenance Manager. INTRANS will not close down a lane for preventive maintenance unless acknowledged and approved by the CUSTOMER. The CUSTOMER will not unreasonably withhold such approval.

Preventive Maintenance is most effective as a scheduled maintenance activity. It is documented on the Work Order Form and entered into the Maintenance Operation Management System (MOMS). Preventive maintenance schedules for the Toll Collection System have been established in Attachment B, Preventive Maintenance Schedule. This schedule was developed by the CUSTOMER and complies with equipment manufacturers' schedules and the CUSTOMER's usage forecasts. To ensure the longest possible equipment life and reduce emergency and corrective maintenance, the Richmond Toll Facilities Technology and Maintenance Manager will ensure that the INTRANS technician maintains this schedule.

4.5. **CORRECTIVE MAINTENANCE.** In addition to scheduled preventive maintenance, corrective maintenance will be performed as required. Whenever possible, modular swap outs will be performed to minimize equipment down time. Equipment such as ETC equipment and PC Boards are considered modules and easily replaced. Once the defective unit is removed, it will be transported to the nearest field repair facility where bench repairs will be made. Other equipment such as Treadles and Double Vault Housings are more permanent in design, thus requiring in-lane repairs when a failure occurs.

4.6. **EMERGENCY SERVICES.** Upon receipt of notice of the failure of the equipment to function properly while in normal usage (see Attachment A for equipment covered), INTRANS will promptly assign a technician to make repairs or adjustments as required to place the station(s) in normal operating condition. Emergency maintenance inspections will be rendered to the equipment by an INTRANS technician on a seven (7) day, twenty-four (24) hour basis during period of the Agreement. INTRANS and the CUSTOMER will utilize the following priority levels for requests for Emergency Service Inspections:

- **Priority 1**, defined as a component or system malfunction that results in a toll lane closure, potential loss of revenue, or loss of toll audit data—two (2) hour response time and two (2) hour repair time.
- **Priority 2**, defined as a component or system malfunction that may degrade system performance, but not operational failures or loss of revenue—four (4) hour response time and twelve (12) hour repair time.

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- **Priority 3**, defined as a degradation of a component or system that could lead to a malfunction—twelve (12) hour response time and twenty-four (24) hour repair time.

For purposes of the above, response time is defined as the period beginning when INTRANS is notified of a problem and ending when INTRANS's maintenance technician arrives at the site. Repair time is defined as the period beginning when INTRANS's technician arrives at the site and ending when the fault is corrected. Note that CUSTOMER and INTRANS may modify emergency service response and repair times upon mutual, written agreement.

This service will be provided any time as often as required during the term of the Agreement in accordance with the following schedule:

- Normal Working Hours, at no additional charge.
- All times not covered under Normal Working Hours at rates contained in Attachment C. Note: Schedule adjustments may be made for emergency services upon mutual agreement to avoid additional billings.

- 4.7. **NORMAL RESPONSE SERVICE:** For On-Site Hardware Maintenance Support, INTRANS's on-site technician will take direction from the CUSTOMER's Technology and Maintenance Manager to provide Normal Response Service. Such direction will not be unreasonable if in line with standard industry practice or if it falls within the mutually agreed upon response and repair times between CUSTOMER and INTRANS. All other times, INTRANS has a technician on-call to handle emergency repairs and will respond as defined in Article 4.6 EMERGENCY SERVICES.
- 4.8. **DEMAND SERVICE:** Labor for the installation of additional (new) equipment, repairs of equipment caused by other than normal usage and other additional services not provided for in the charges under this Agreement and outside of on-site maintenance coverage may be furnished by INTRANS with applicable rates as contained in Attachment C.
- 4.9. **REPLACEMENT PARTS, SPARE PARTS AND EQUIPMENT.** The CUSTOMER will provide to INTRANS access to all spare assemblies, sub-assemblies, modules, components, and parts at no cost to INTRANS. The CUSTOMER may procure spare assemblies, sub-assemblies, modules, components, and parts from INTRANS at the rates defined in Attachment C.
- 4.10. **ADDITIONAL SERVICES.** In addition to defined maintenance services, additional services may be purchased in accordance with the Schedule contained in Attachment C. This may be necessary if the CUSTOMER requires a quick enhancement while the fixed level of staff is busy resolving other critical system deficiencies, issues, or enhancements. This allows the CUSTOMER to accelerate necessary system changes while minimizing fixed costs.
- 4.11. **MODERNIZATION.** INTRANS shall not be responsible for modifying, making additions to or modernizing the systems as the technical art progresses. Such work, if



technically feasible, may be performed by INTRANS upon the CUSTOMER's request as promptly as possible, at INTRANS's prevailing rates for labor and materials.

4.12. NON-INTRANS ALTERATIONS. If the equipment has been altered or repaired by others in any way that, in the opinion of INTRANS, affects reliability or detracts from the performance thereof, or if the equipment has been subjected to misuse through negligence or otherwise, INTRANS will submit to the CUSTOMER a description of the work to be done and request the CUSTOMER's consent to restore the equipment to normal operating condition at INTRANS's prevailing rates for labor and materials. If the CUSTOMER does not agree to have INTRANS restore the equipment to normal operating condition, INTRANS shall have the right to terminate its obligations under this Agreement.

4.13. POWER SOURCES. INTRANS assumes no liability with respect to the installation, service and maintenance of motor generators, batteries, or other devices required or used for furnishing power to the equipment, nor to effects on transmission or reception produced by or emanating from such power supplies.

## 5. SCOPE OF SERVICES - SOFTWARE MAINTENANCE SUPPORT

5.1. INTRANS will provide software maintenance as herein defined on the CUSTOMER's toll collection system located at the JOBSITE. INTRANS's responsibilities will include correcting maintenance for INTRANS Licensed Software to ensure the software performs according to the *Detailed Design Document* (DDD) as accepted by the CUSTOMER. A complete listing of licensed software to be maintained under this Agreement shall be as described in Attachment D, Schedule of Software Components and Units, attached hereto. Note: Attachment D will be updated to reflect the current software in place upon commencement of this Agreement (if necessary).

5.2. STAFFING. As of the Effective Date, INTRANS will provide access to INTRANS's Help Desk and software support personnel for INTRANS technician and CUSTOMER representatives. While no one individual will be dedicated full time to the CUSTOMER, the help desk will be staffed to provide the required coverage as specified herein.

5.3. COVERAGE. Software maintenance (help-desk) coverage will be provided during normal working hours Monday through Friday, 9:00 A.M. - 5:00 P.M. Eastern Time. Changes to times and days for help-desk coverage can be adjusted subject to mutual, written agreement to accommodate shift schedules and maintenance needs. If the number of software maintenance hours worked exceeds sixty hours (60) in a single month, INTRANS may invoice excess hours at the On-call, off-hour software support rate contained in Attachment C. Response times will be consistent with those identified in Article 4.6.

5.4. INTRANS and the CUSTOMER distinguishes three (3) types of software maintenance activities:

- Corrective Maintenance, which is the diagnosis and resolution of a verifiable error ("Error") as defined in Article 5.5, Corrective Maintenance, detected during the normal operation of the Toll Plaza application and processing software;

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- Perfective Maintenance, which is the modification of the Toll Plaza application and processing software to enhance performance, increases efficiency or improve maintainability (See Article 5.7);
- Adaptive Maintenance, which is the modification of the Toll Plaza application and processing software to meet changes in user needs or changes to the system configuration as defined in the *Detailed Design Document* dated DDD Release 6.1 (See Article 5.7). This reference will be superceded with the most current DDD Release upon commencement of this Agreement (if necessary).

5.5. **CORRECTIVE MAINTENANCE.** INTRANS shall provide Corrective Maintenance through remote access to CUSTOMER's network resources and equipment via CUSTOMER provided dial-in or LAN/WAN connection. CUSTOMER shall not unreasonably withhold access to CUSTOMER Network Resources and Equipment to access computer-generated reports or review signals of system interruption or malfunction. INTRANS may perform Corrective Maintenance On-Site. INTRANS agrees to coordinate all On-Site Software Corrective Maintenance activities with the CUSTOMER in advance and in writing (Release Notes). CUSTOMER agrees to provide INTRANS with unfettered access to system components and data such is determined to be necessary to adequately isolate the problem.

INTRANS shall be responsible for using reasonable diligence to isolate, reproduce and correct verifiable errors ("Errors") when reported to INTRANS in accordance with INTRANS's standard reporting procedures. INTRANS shall, within 2 hours of being notified that such an Error is present, initiate work in a diligent manner toward development of an Error correction. For purposes of the above, response time is defined as the period beginning once a call to the Help Desk is made and an Incident Report (IR) form is completed and ending when INTRANS's software technician contacts the originator through telephone or e-mail. INTRANS will respond to CUSTOMER IR's on a prioritized first-come, first-served basis. The most critical problems will be addressed first with less critical problems deferred until a later time. INTRANS will coordinate with the CUSTOMER to identify the relative priority of each IR and to it's scheduled repair. A written log of all outstanding work orders (prioritized) shall be maintained by INTRANS, updated as changes occur and shall be made available to the CUSTOMER on a weekly basis for review/verification.

**CUSTOMER Point of Contact for IR Prioritization:**

Gary Ludgate, RTF Technology and Maintenance Manager

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For the purposes of this Agreement, Error shall mean any failure of the software to conform in all material respects to its functional specifications as published from time to time by licensor. Any nonconformity resulting from the CUSTOMER's misuse, improper use, alteration, or damage of the software, or the CUSTOMER's combining or merging the software with any hardware or software not supplied or identified as compatible by licensor or INTRANS, will be corrected on a level of effort basis and invoiced by INTRANS at the stated rates in Attachment C.

5.6. **EMERGENCY SERVICES.** Upon receipt of notice of the failure of the software to function properly while in normal usage (see Attachment D for licensed software),

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INTRANS will promptly assign a software technician, make repairs or adjustments as required to place the station(s) in normal operating condition. Emergency software maintenance inspections will be rendered to the software remotely by a software technician on a seven (7) day, twenty-four (24) hour basis during period of the Agreement. INTRANS will provide the same response time as for Corrective Maintenance shown above. The Pocahontas Parkway Association shall not be responsible for payment of Emergency Software Maintenance repairs that are not approved in writing and in advance by an authorized CUSTOMER representative as identified below.

**Authorized CUSTOMER Representative for Approval of Emergency Software Maintenance Services:** Gary Ludgate, RTF Technology and Maintenance Manager

This service will be provided as required during the term of the Agreement in accordance with the following schedule:

- Normal Working Hours, at no additional charge.
- All times not covered under Normal Working Hours at rates contained in Attachment C.

5.7. ADAPTIVE and PERFECTIVE MAINTENANCE. At all times, Adaptive and Perfective Maintenance will be performed only after the written approval from the CUSTOMER authorized representative at the rates contained in Attachment C. INTRANS shall document and share with the CUSTOMER specific changes and the projected impact on the System prior to any changes being made. Troubleshooting third-party licensed software is not considered Corrective Maintenance (see Attachment C. 2. Supplemental Tasks).

5.8. INTRANS may, from time to time, make available new releases of the Licensed Program to the CUSTOMER generally containing error corrections, minor enhancements, and, in certain instances if INTRANS so elects, major Enhancements. New Releases of the Licensed Program not containing major Enhancements may be offered at no additional charge. INTRANS shall provide reasonable assistance to help the CUSTOMER install and operate each new release, provided that such assistance, if exceeding four (4) hours or required to be provided at CUSTOMER's facility, shall be subject to the supplemental charges set forth in Attachment C attached hereto and prior written approval by CUSTOMER.

5.9. INTRANS may, from time to time, offer major Enhancements to the CUSTOMER for an additional charge. For the purposes of this Agreement, Enhancements are defined as any modification or addition that, when made or added to the software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error correction.

## 6. SCOPE OF SERVICES – LIMITED SUPPLEMENTAL SYSTEMS SUPPORT

6.1. INTRANS will provide limited, supplemental system support services as herein defined on the CUSTOMER's toll collection system located at the JOBSITE. As resources and schedules allow, INTRANS will perform the following activities:

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- Purging system of erroneous or false data (i.e., data that is inadvertently entered by authorized CUSTOMER personnel which cannot be corrected/removed by CUSTOMER personnel);
- Removal of duplicate data (i.e., data that is held by the system after a re-run operation);
- Reconciliation of monthly data to ensure accurate monthly reporting;
- Performing accuracy tests on inlane equipment as agreed to by CUSTOMER;
- Monitoring disk capacity and database performance and table sizes;
- Defragmenting disk and database as necessary.

6.2. STAFFING. As of the Effective Date, INTRANS will provide Limited Supplemental Systems Support to the CUSTOMER. While no one individual will be dedicated full time to the CUSTOMER, this function will be staffed appropriately to provide the required coverage as specified herein.

6.3. COVERAGE. Limited Supplemental Systems Support coverage will be provided during normal working hours, Monday through Friday, 9:00 A.M. - 5:00 P.M. Eastern Time. Changes to times and days for coverage can be adjusted subject to mutual, written agreement to accommodate shift schedules and maintenance needs. While INTRANS has developed a reasonable estimate of the effort required to provide this support to the CUSTOMER, circumstances related to specific requests may require in excess of the sixteen (16) labor hours budgeted per month. Upon encountering such circumstances INTRANS will inform the CUSTOMER and, subject to mutual, written agreement, either reduce the amount of services provided that month or utilize the rate schedule for On-call, off-hour Software Support as detailed in Attachment C.

## 7. WARRANTY

- 7.1. INTRANS warrants that the services performed under this AGREEMENT shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature. CUSTOMER's exclusive remedy for breach of this warranty is to have INTRANS re-perform any services whose non-compliance with this warranty is made known by CUSTOMER to INTRANS in writing within ninety (90) days after CUSTOMER's acceptance of the non-compliant services, at no additional cost to CUSTOMER.
- 7.2. INTRANS specifically disclaims, and CUSTOMER waives, any other express or implied standards, guarantees, or warranties, including any warranties of merchantability or fitness for a particular purpose, or any warranties that may be alleged to arise as a result of custom or usage. There shall be no liability on the part of INTRANS for damages including but not limited to special, indirect, or consequential damages arising out or in connection with the use or performance of the software even if INTRANS has been advised of the possibility of such damages, and licensee agrees to indemnify and hold INTRANS harmless from any third party claims to the extent of applicable law.
- 7.3. This Agreement does not cover service, maintenance or repair attributable to unauthorized attempt by the CUSTOMER to repair or maintain the equipment, to catastrophe, fault or negligence of the CUSTOMER, improper use or misuse of the

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equipment by the CUSTOMER or causes external to the equipment, such as, but not limited to, power failure, air conditioning failure or loss incurred in transportation. With respect to any such loss or damage, INTRANS will submit to the CUSTOMER a description of the work to be done and request the CUSTOMER's consent to restore the equipment to normal operating conditions at INTRANS's prevailing rates for labor and materials. If the CUSTOMER does not agree to have the INTRANS restore the equipment to normal operating condition, INTRANS shall have the right to terminate its obligations under this Agreement.

## 8. DISCLAIMER OF WARRANTY

- 8.1. The express warranties, if any, contained in this Agreement are the sole and exclusive warranties provided by INTRANS. INTRANS specifically disclaims any other warranties of merchantability or fitness for a particular purpose, as well as any warranties alleged to have arisen from custom, usage, or past dealings between the parties.
- 8.2. The warranty provided herein does not extend to defects caused by Acts of God, accident, fire, power outages or other hazard, or by any modifications, revisions, misuse, neglect, alterations, storage, or attempts to repair by the CUSTOMER or others. This excludes those individuals who have been judged by INTRANS to be competent and sufficiently trained in operations and maintenance of the CUSTOMER toll facility equipment over a twelve (12) month period.

## 9. LIMITATION OF LIABILITY

INTRANS'S total liability to the CUSTOMER and all liabilities arising out of or related to this Agreement for any cause or causes, and regardless of the legal theory, including breach of contract, warranty, negligence, strict liability, or statutory liability, shall not, in the aggregate, exceed the amounts paid to INTRANS under this Agreement, or under the specific delivery order at issue, whichever is less. In no event shall either INTRANS or the CUSTOMER be liable to the other for any special, indirect, incidental, consequential, or economic damages (including, but not limited to lost profits and lost business opportunity), regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages.

The performance of corrective hardware or software maintenance may modify interfaces to the Smart Tag Customer Service Center which in turn interfaces with hardware and software at all Smart Tag toll facilities and operations centers throughout the Commonwealth (including but not limited to transmission and exchange of data and information, and/or other data and information communications, and/or storage and retrieval of data and information). Due care and diligence used in planning and implementing any modifications and affiliated testing will be exercised at levels which are reasonable given the schedule, scope and budget of this agreement and will not exceed what is considered customary and reasonable for the maintenance of production hardware and software transaction processing systems. No finite amount of testing can absolutely guarantee against the occurrence all possible adverse impacts to the performance of the hardware and software at each and every Smart Tag toll facility/operation that interfaces with the Service Center. Precautions will be taken to help mitigate the risk of occurrence of adverse impacts; however, INTRANS shall not be

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financially responsible for the occurrence of adverse impacts to the Pocahontas Parkway Association's operations or those of a third-party, which are beyond the reasonable control of INTRANS.

Any claim by the CUSTOMER against INTRANS relating to this Agreement, other than in warranty, must be made in writing and presented to INTRANS within ninety days after the date on which INTRANS completes performance of the services specified in this Agreement on an annual year basis for each respective year of the initial term of the Agreement, and thereafter on an annual basis for each renewal period. Any claim not made in writing and presented within the prescribed time frame will be null and void, and will not be permitted to carry over from one annual period to another. Any claim under warranty must be made within the time specified in the applicable warranty clause.

## 10. LIMITATION OF DISSEMINATION OF INFORMATION

INTRANS and CUSTOMER expressly exclude any and all third parties from the benefits of this Agreement. In the event that CUSTOMER furnishes any INTRANS work product to a person who is not a party to this Agreement, CUSTOMER agrees to defend, indemnify, and hold harmless INTRANS from and against all claims, damages, losses, costs and expenses (including reasonable attorney's fees) of actions brought by third parties, and arising out of or relating to such third party's use or distribution of, or reliance upon, INTRANS's work product.

## 11. TERMINATION

11.1. This Agreement may be terminated as follows:

a. This Agreement may be terminated by either party upon the expiration of the initial Term of this Agreement or approved successive terms, provided that at least ninety (90) days prior written notice is given to the other party; or

b. This Agreement may be terminated by either party upon thirty (30) days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

11.2. Following termination of this Agreement, INTRANS shall immediately invoice the CUSTOMER for all accrued fees and charges and all reimbursable expenses as specified in Attachment C, and the CUSTOMER shall pay the approved invoiced amount within 30 days upon receipt of such invoice.

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## 12. NOTICES

- 12.1. Any notice or communication to the INTRANS shall be deemed served if it is delivered, in writing, personally or by registered or certified mail to:

Jan Greene, Director of Operations  
INTRANS Group  
55 Cherry Lane  
Carle Place, NY 11514

- 12.2. Any notice or communication to the CUSTOMER shall be deemed served if it is delivered, in writing, personally or by registered or certified mail to:

Gary Ludgate, Technology and Maintenance Manager  
Richmond Toll Facilities  
P. O. Box 7693  
Richmond, Virginia 23231

## 13. ANTI-DISCRIMINATION

INTRANS certifies to the City that INTRANS will conform to the provision of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975 as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 11-51 of the *Virginia Public Procurement Act*.

In every contract over \$10,000, the provisions in 1. and 2. below apply:

1. During the performance of this contract, INTRANS agrees as follows:

a. INTRANS will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of INTRANS. INTRANS agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. INTRANS, in all solicitations or advertisements for employees placed by or on behalf of INTRANS, will state that INTRANS is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. INTRANS will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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#### 14. DRUG-FREE WORKPLACE

During the performance of this contract, INTRANS agrees to (i) provide a drug-free workplace for INTRANS's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in INTRANS's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provision will be binding upon each subcontractor or contractor. For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

#### 15. INSURANCE

The INTRANS shall provide all suitable coverage in form and amount acceptable to the CUSTOMER including the following:

- 15.1. Comprehensive Automobile Liability:
  - a) \$1,000,000 Combined Single Limit (CSL) per occurrence
- 15.2. Worker's Compensation:
  - a) Statutory Limits
  - b) Employer's Liability: \$500,000 per occurrence
- 15.3. Commercial General Liability: Policy shall include coverage for Premises and Operations, Contractor's Protective Liability, Completed Operations, Blanket Contractual Liability, Property Damage including Completed Operations, and Personal Injury Liability:
  - a) \$1,000,000 Combined Single Limit (CSL) per occurrence
  - b) \$2,000,000 General Annual Aggregate
- 15.4. Excess/Umbrella Liability: In addition to the primary coverage listed, an umbrella or excess liability policy of not less than \$5,000,000 for any one occurrence to include general liability, automobile liability and employers' liability.
- 15.5. Insurance is to be evidenced via a Certificate of Insurance to be provided to the CUSTOMER.

#### 16. SUBCONTRACTING, ASSIGNMENT OR SUBLETTING

Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld.

*JB* *EB*

## 17. INDEPENDENT CONTRACTOR

- 17.1. INTRANS is an independent contractor, and under no circumstances shall it, its servants, agents or employees be or become employees of the CUSTOMER in the conduct of this project.
- 17.2. The parties agree not to hire each other's employees during the effective term of this Agreement; and if the Agreement is terminated, for twenty-four (24) months following the termination of this Agreement, unless otherwise agreed to, in writing, by both parties. Should INTRANS employ a subcontractor, the requirements of this article shall be passed through to subcontractor.

## 18. JURISDICTION

In the event of any dispute between the parties to interpretation or application of this Agreement, the laws of the State of New York shall apply after first exhausting all applicable remedies under the laws of the Commonwealth of Virginia.

## 19. APPLICATION OF LAWS AND REGULATIONS

By entering into this Agreement, the CUSTOMER does not consent, either expressly, or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity, which would otherwise not be applicable to the CUSTOMER.

## 20. MISCELLANEOUS

- 20.1. Taxes. CUSTOMER shall provide all applicable tax exemption certificates in connection with this Agreement. In the event CUSTOMER cannot provide a tax exemption certificate, and INTRANS is required to pay any sales, use, value added, excise, import, privilege or other similar taxes or payments in lieu thereof, including interest and penalties thereon, imposed by any authority, government or governmental agency arising out of or in connection with the performance of the Services by INTRANS (other than those levied on INTRANS's income), then such taxes and costs shall be reimbursed to INTRANS as Other Direct Costs under this Agreement.
- 20.2. This Agreement covers equipment in the attached schedule and such additional equipment hereafter installed as part of the system, provided that any such additional equipment installed by others shall be subject to inspection by INTRANS to determine if it is in normal operating condition. In the event such additional equipment shall not be in normal operating condition, INTRANS shall restore it to normal operating condition at its prevailing rates. INTRANS will issue to the CUSTOMER a new schedule (Attachment A), listing such additional equipment and the new schedule will then become a part of the agreement, superseding previous schedules. The Agreement price may be increased as a result of new equipment installation, and as agreed upon by both INTRANS and the CUSTOMER. The effective date of such increased price will be the first day of the Agreement month following completion of the installation of the additional equipment.
- 20.3. No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

*Handwritten initials: JH EB*

- 20.4. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. The CUSTOMER acknowledges that it has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
- 20.5. In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.
- 20.6. The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 19<sup>th</sup> day of May, 2005, by their respective representatives, each thereunto duly authorized.

**Pocahontas Parkway Association**

By:

James W. Atwell  
Signature

JAMES W. Atwell  
Printed Name

President  
Title

05/19/2005

Attest: \_\_\_\_\_ (SEAL)

**InTrans Group**

By:

[Signature]  
Signature

Eric Boulard  
Printed Name

President & CEO  
Title

05/19/2005

Attest: \_\_\_\_\_ (SEAL)

[Signature]



## ATTACHMENT A

HARDWARE LIST OF EQUIPMENT

This system is composed of the following elements:

- IBM Servers (Host Computer)
- IBM Tape Back-up Drives
- Maintenance Operations Management System (MOMS) Server
- Lane Controller Systems
- Automatic Coin Machines
- High Speed AVCS
- ETC Readers and Lane Kits
- Canopy Lights
- Light Curtains
- Treadles/Loops
- MLT's
- MLT Receipt Printers
- Magnetic Card Readers
- Patron Fare Displays
- Island Traffic Signals
- Lane Use Signals
- UPS's
- Computer Racks

*Ja* *C.B.*

## ATTACHMENT B

### PREVENTIVE MAINTENANCE SCHEDULE

Component	PM Task	Frequency
ACM	Inspect & clean	Bi-Weekly
ACM	Replace filters & clean coin display	Monthly
ACM	Replace brushes in motors	Semi-Annual
Magnetic Card Reader	Inspect & clean	Bi-Weekly
MLT & Receipt Printer	Inspect, clean & run diagnostics	Weekly/Monthly
Mark IV System	Inspect	Monthly
Lane Treadles/Loops	Inspect & run diagnostics	Weekly/Monthly
Patron Fare Display	Inspect & clean	Monthly
Traffic Signal, Alarm Horn, Pole and Lane Use Signal	Inspect & clean	Bi-Weekly
Lane Controller	Inspect & clean	Monthly
Light Curtains	Inspect, clean, remove debris & run diagnostics	Weekly/Monthly
Plaza Server Computer & Network	Inspect	Weekly
Plaza Workstations and Printers	Inspect & clean	Weekly
UPS	Inspect	Bi-Monthly
Software Maintenance	Inspect & perform necessary maintenance	Daily
Lane Software Maintenance	Inspect & perform necessary maintenance	As Required

#### PM Detail

##### ACM (Bi-Weekly)

- Close lane
- Pull ACM
- Open reject flap
- Remove detection and sorting disk
- Clean sensors with s/s cleaner
- Remove display disk
- Clean sensor and coin shoot with s/s cleaner
- Clean reject sensor and reject slot with s/s cleaner
- Assemble ACM
- Restore ACM to operating position
- Open lane

##### ACM (Monthly)

- Remove ACM blower filter tray
- Replace older filter with new
- Insert ACM filter tray
- Close lane
- Pull out ACM
- Spray coin display with s/s cleaner and clean
- Spray reject coin flap with s/s cleaner and clean
- Clean coin display exterior with s/s cleaner
- Clean coin reject tray exterior with s/s cleaner
- Open lane

Ja EB

**ACM**  
**(Semi-Annual)**

- Close lane
- Pull out ACM
- Remove old sorting disk brushes
- Insert new sorting disk brushes
- Remove old display disk brushes
- Insert new display disk brushes
- Restore ACM
- Open lane

**Magnetic Card Reader**  
**(Bi-Weekly)**

- Clean external housing
- Clean decoder with alcohol based cleaner card

**MLT & Receipt Printer**  
**(Weekly)**

- Clean MLT screen
- Clean printer head
- Clean out paper and dust from printer
- Run test receipt

**MLT**  
**(Monthly)**

- Check power and data cables
- Run self-test
- Run diagnostic
- Run beam test
- Check terminal settings

**Mark IV System**  
**(Monthly)**

- Visually inspect box interior and exterior for water leaks or seal failure
- Open cabinet
- Visually inspect all cables
- Check all indicator lights for operation
- Check master and slave Power supplies are operational
- Check Power light on RF modules
- Insure that "fail over light" is not illuminated
- Close and lock cabinet
- Check UPS' for proper operation in Lanes 13 & 14

**Lane Treadles/Loops**  
**(Weekly)**

- Inspect treadles/loops

*Handwritten signature and initials*

**Lane Treadles/Loops  
(Monthly)**

- Insure treadle is seated into treadle frame
- Inspect that all bolts are properly settled
- Inspect cables for tears
- Inspect treadle for wear
- Monitor RTO for contact operation
- Check loop frequency setting
- Run diagnostics

**Patron Fare Display  
(Monthly)**

- Check that proper fare is displayed by segment display
- Monitor with traffic as money is placed to ACM that it decrements to "0"
- Spray and wipe enclosure with s/s cleaner
- Run diagnostic display

**Traffic/Lane Use Signal  
(Bi-Weekly)**

- Visually inspect for damage
- Check horn is secure and operational
- Clean traffic light lenses
- Open traffic signal to check for blown bulbs
- Run diagnostics

**Lane Controller  
(Monthly)**

- Open lane controller
- Visually inspect box interior and exterior for water leaks or seal failure
- Inspect all modules
- Gently, with brush, vacuum interior if needed
- Close lane controller

**Light Curtains  
(Weekly)**

- Clean light curtain assembly
- Clean debris away from light curtain

**Light Curtains  
(Monthly)**

- Run diagnostics

**Plaza Server – Network  
(Weekly)**

- Visually inspect for water or other damage
- Insure driver display lights are operating
- Inspect all cables and connections

*JB* *EB*

**Plaza Workstations- Printers  
(Weekly)**

- Inspect for physical damage
- Using Windex or equal wipe monitor face

**System Software Administration  
(Daily)**

- Check for available hard drive space, if needed; delete unneeded files to make room
- Check for any database anomalies
- Check for any Toll application anomalies
- Check for errors and logs at Toll application, Database and Operating System level
- Check for transaction uploads from Plaza to Host
- Check for summary and segment processing at the plaza and their upload to Host
- Check for Network connectivity between all required units
- Check for Lane logs, buffered messages and transaction forwarding to Plaza
- Check for old file purging and database table data purging
- Check for free space in the database
- Check MOMS for technician notification process
- Check for Database activity and performance efficiency
- Check MOMS for receiving and processing the alarms

**Lane Software Maintenance  
(As Required)**

At maintenance workstation:

- Verify all lanes are connected
- Verify all lanes have been restarted within last 30 days
- If lane has not been restarted in excess of 30 days contact supervisor to request permission to restart lane
- Check to insure no lane is more than 80% full

**Plaza Computer Rack  
(Monthly)**

- Clean cabinet filter
- Clean glass on windows in front doors
- Check temperature in cabinet
- Vacuum dust out of rack if needed

**ETC Readers/Lane Kits (Master & Slave)  
(As Needed, No Later Than Quarterly)**

- Run diagnostics
- Monitor database and read zones

*Ja* *EB*

## ATTACHMENT C

### SCHEDULE OF COMPENSATION

Coverage: INTRANS will provide coverage based on the following Service Hours:

On-Site Hardware Maintenance:	as specified in Section 4.3, Coverage
Software Maintenance:	as specified in Section 5.3, Coverage
Access to Help Desk:	as specified in Section 5.3, Coverage
Limited Supplemental Systems Support:	as specified in Section 6.3, Coverage

On-call, off-hour hardware support is provided when there is no coverage during specified service hours. On-call, off-hour hardware support shall be compensated by CUSTOMER at the hourly rate of \$90.00 per hour. On-call, off-hour software support shall be compensated at \$150.00 per hour.

1. CUSTOMER will provide the normal shop consumables (e.g., solder, lubricants, cleaning rags, bolts, connectors, etc.). During this maintenance period, the cost of replacement hardware, circuit boards, electrical or mechanical subassemblies or assemblies, major components, treadle strips, subsystems, or systems that CANNOT be repaired shall be procured by the CUSTOMER.

2. Supplemental Tasks: In addition to defined maintenance services, additional services may be purchased on a time and materials or fixed price basis. These services will be acquired via a Change Order (CO) to be negotiated between the CUSTOMER and INTRANS on a case-by-case basis, subject to applicable rates as defined herein. Performance of these Supplemental Tasks will be performed only after receipt of a written agreement or purchase order signed by a CUSTOMER designated representative.

These supplemental tasks may include, but are not limited to:

- Technical Support Tasks (third-party product troubleshooting)
- Special Installation Tasks
- Software Development Services
- Engineering/Development Tasks
- On-Site and/or Supplemental Systems Administration Services

3. Applicable Rates:

Fixed Price Monthly Rate for Maintenance Support:	\$16,500.00/mo
Hourly Rate for On-call, off-hour Hardware Support:	\$ 90.00/hr
Hourly Rate for On-call, off-hour Software Support:	\$ 150.00/hr

*Ja CB*

Material and Other Expenses:

INTRANS can place, as requested by the CUSTOMER, purchase orders for additional spares based on a purchase order list authorized by the CUSTOMER at costs approved, in writing, by the CUSTOMER.

Hourly rates for Supplemental Tasks, Fiber Cable Work, out of scope work, or other instances addressed within this Agreement, to be determined by mutual, written agreement at time of tasking based on INTRANS's prevailing rates for labor and materials (as indicated above) and any subcontractor pricing as may be required.

Fees and Charges Adjustments:

To the extent that the term of this Agreement extends beyond the initial term as defined in Article 1, TERM, the rates shall be adjusted for the succeeding year, and annually thereafter, by the annual percentage increase in the U.S. Government's Consumer Price Index (CPI) for wage earners and clerical workers in the Richmond, Virginia metropolitan area. Notwithstanding the above, a flat percentage increase can be provided pending mutual, written agreement.

*JP* *EB*

**ATTACHMENT D****SCHEDULE OF SOFTWARE COMPONENTS AND UNITS****InTranS Group Licensed System Software****Software Components:**

The various software components that are integrated onto the existing software package will provide the necessary functionality as stated in the DDD.

**The software package includes:**

- C++ Programs for Batch Systems, routines, drivers and processes.
- Power Builders or Visual Basic for creating user screens.
- Oracle & Microsoft SQL databases.
- Anti-virus software.

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